

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 KEETONIA RICHARDSON, an  
12 individual,

13 Plaintiff,

14 vs.

15  
16 MAXIM HEALTHCARE STAFFING  
17 SERVICES, INC., a Maryland  
18 corporation; JOHN KING, an  
19 individual; and DOES 1 through 10,  
inclusive,

20 Defendants.  
21

Case No.: 2:24-cv-02210-FWS-PVCx

22  
23 **STIPULATED PROTECTIVE**  
24 **ORDER**  
25  
26  
27  
28



1           1.     OVERVIEW

2                     A.     PURPOSES AND LIMITATIONS

3           Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7 enter the following Stipulated Protective Order. The parties acknowledge that this  
8 Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment  
11 under the applicable legal principles. The parties further acknowledge, as set forth  
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a party  
15 seeks permission from the court to file material under seal.

16                     B.     GOOD CAUSE STATEMENT

17           This action is likely to involve valuable commercial, financial, technical  
18 and/or proprietary information for which special protection from public disclosure  
19 and from use for any purpose other than prosecution of this action is warranted.  
20 Such confidential and proprietary materials and information consist of, among other  
21 things, confidential business or financial information, information regarding  
22 confidential business practices, or other confidential research or commercial  
23 information (including information implicating privacy rights of third parties),  
24 information otherwise generally unavailable to the public, or which may be  
25 privileged or otherwise protected from disclosure under state or federal statutes,  
26 court rules, case decisions, or common law.

27     ///

28     ///



1 Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the parties are entitled to keep confidential, to ensure that the  
4 parties are permitted reasonable necessary uses of such material in preparation for  
5 and in the conduct of trial, to address their handling at the end of the litigation, and  
6 serve the ends of justice, a protective order for such information is justified in this  
7 matter. It is the intent of the parties that information will not be designated as  
8 confidential for tactical reasons and that nothing be so designated without a good  
9 faith belief that it has been maintained in a confidential, non-public manner, and  
10 there is good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: *Keetona Richardson v. MAXIM HEALTHCARE STAFFING*  
13 *SERVICES, INC., a Maryland corporation; JOHN KING, an individual; et al.*, Case  
14 No.: 2:24-cv-02210-FWS-PVC.

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
20 in the Good Cause Statement above.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced



1 or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association,  
9 or other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
11 to this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm which  
13 has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

27 ///

28 ///



1           3.    SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of  
8 the trial judge. This Order does not govern the use of Protected Material at trial.

9           4.    DURATION

10          Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of  
17 time pursuant to applicable law.

18          5.    DESIGNATING PROTECTED MATERIAL

19          5.1   Exercise of Restraint and Care in Designating Material for Protection.

20          Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

27        ///

28        ///



1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to  
4 impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
11 that qualifies for protection under this Order must be clearly so designated before  
12 the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and  
24 before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine  
27 which documents, or portions thereof, qualify for protection under this Order. Then,  
28 before producing the specified documents, the Producing Party must affix the



1 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
2 portion or portions of the material on a page qualifies for protection, the Producing  
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify the  
6 Disclosure or Discovery Material on the record, before the close of the deposition  
7 all protected testimony.

8 (c) for information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on the  
10 exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify  
13 the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 *et seq.*

26 The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose  
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may



1 expose the Challenging Party to sanctions. Unless the Designating Party has  
2 waived or withdrawn the confidentiality designation, all parties shall continue to  
3 afford the material in question the level of protection to which it is entitled under  
4 the Producing Party's designation until the Court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that  
7 is disclosed or produced by another Party or by a Non-Party in connection with  
8 this Action only for prosecuting, defending, or attempting to settle this Action.  
9 Such Protected Material may be disclosed only to the categories of persons and  
10 under the conditions described in this Order. When the Action has been terminated,  
11 a Receiving Party must comply with the provisions of section 13 below.

12 Protected Material must be stored and maintained by a Receiving Party at  
13 a location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this  
20 Action, as well as employees of said Outside Counsel of Record to whom it  
21 is reasonably necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House  
23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
24 this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to  
26 whom disclosure is reasonably necessary for this Action and who have signed the  
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
28



(d) the court and its personnel;  
(e) court reporters and their staff;  
(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the



1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this action  
7 as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be  
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party is  
22 subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party  
25 that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

27 ///

28 ///



(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil



1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
2 procedure may be established in an e-discovery order that provides for production  
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
4 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
5 communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement in the stipulated  
7 protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of  
12 this Protective Order no Party waives any right it otherwise would have to  
13 object to disclosing or producing any information or item on any ground not  
14 addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
15 to object on any ground to use in evidence of any of the material covered by this  
16 Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
19 may only be filed under seal pursuant to a court order authorizing the sealing of the  
20 specific Protected Material at issue. If a Party's request to file Protected Material  
21 under seal is denied by the court, then the Receiving Party may file the information  
22 in the public record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60  
25 days of a written request by the Designating Party, each Receiving Party must return  
26 all Protected Material to the Producing Party or destroy such material. As used in  
27 this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the



1 Protected Material. Whether the Protected Material is returned or destroyed, the  
2 Receiving Party must submit a written certification to the Producing Party (and, if  
3 not the same person or entity, to the Designating Party) by the 60 day deadline that  
4 (1) identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
6 copies, abstracts, compilations, summaries or any other format reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
8 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
9 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
10 exhibits, expert reports, attorney work product, and consultant and expert work  
11 product, even if such materials contain Protected Material. Any such archival copies  
12 that contain or constitute Protected Material remain subject to this Protective Order  
13 as set forth in Section 4.

14 14. Any violation of this Order may be punished by any and all  
15 appropriate measures including, without limitation, contempt proceedings and/or  
16 monetary sanctions.

17  
18 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
19 ORDERED.

20  
21 DATED: January 7, 2025



22  
23 HON. PEDRO V. CASTILLO  
24 UNITED STATES MAGISTRATE JUDGE  
25  
26  
27  
28



EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of *KEETONIA RICHARDSON v. MAXIM HEALTHCARE STAFFING SERVICES, INC., a Maryland corporation; JOHN KING, an individual, et al.*, Case No.: 2:24-cv-02210-FWS-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State were sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_